

3D COLLABORATION & INTEROPERABILITY CONGRESS 2019

SPONSOR AGREEMENT

“Event” and “3D CIC” shall mean 3D Collaboration & Interoperability Congress, October 8-10, 2019, at the American Mountaineering Center (“AMC”) in Golden, Colorado.

1. SPONSOR LEVELS AND FEES. All sponsorships are reviewed and approved on a first-committed, first-served basis. Sponsor fees include only the items described in this Sponsor Agreement.

All sponsors receive the following benefits:

- Website listing (active until December 31, 2019)
- Company logo on event signage
- “SPONSOR” name badge recognition

Signature Sponsor: \$9,000 (3 available)

- 20-minute presentation during the 3D CIC program. Presentation content to be coordinated with and approved by Action Engineering.
- Featured blog on Action Engineering’s website preceding the event. Action Engineering will interview a technical representative about company products/services for the blog.
- High-top cocktail table (3 ft diameter) for displaying company materials and interacting with attendees during 3D CIC.
- Includes four registrations for 3D CIC. Receive \$100 off additional registrations from your company.

CAD & Cocktails Sponsor: \$6,500 (3 available)

This sponsorship underwrites the cost of drinks and appetizers.

- 10-minute presentation to kick off one of the CAD & Cocktails receptions. Choose your preferred date: Monday, October 7; Tuesday, October 8; or Wednesday, October 9, 2019. Presentation content to be coordinated with and approved by Action Engineering.
- High-top cocktail table (3 ft diameter) for displaying company materials and interacting with attendees during 3D CIC.
- Includes two registrations for 3D CIC. Receive \$100 off additional registrations from your company.

Event Sponsor: \$4,000 (10 available)

- High-top cocktail table (3 ft diameter) for displaying company materials and interacting with attendees during 3D CIC.
- Includes two registrations for 3D CIC. Receive \$100 off additional registrations from your company.

Gift Sponsor: \$4,000 (1 available)

- Company logo appears with the 3D CIC logo on gifts given to every 3D CIC attendee. This sponsorship underwrites the cost of the gifts. Previous gifts were Nalgene water bottles and Mizu coffee thermoses.
- This sponsorship includes one registration for 3D CIC. This sponsorship does not include discounts for additional registrations from your company.
- Combine this sponsorship with the Signature, CAD & Cocktails, or Event sponsorship, or choose this as a standalone sponsorship.

Lanyard Sponsor: \$2,500 (1 available)

- Company logo will be prominently displayed on neck lanyards worn by every 3D CIC attendee.
- This sponsorship includes one registration for 3D CIC. This sponsorship does not include discounts for additional registrations from your company.
- Combine this sponsorship with the Signature, CAD & Cocktails, or Event sponsorship, or choose this as a standalone sponsorship.

Action Engineering reserves the right to offer new and/or revised sponsorship levels throughout the event cycle.

2. PAYMENT TERMS. Sponsor agrees to pay the fee for the selected 3D CIC sponsorship level(s). Sponsor fees are due in full within thirty (30) days of accepting the Sponsor Agreement, unless other arrangements are made with Action Engineering. If the initial invoice is less than thirty (30) days prior to the start of 3D CIC, payment is due immediately. Sponsor fees must be paid in full to be eligible to exhibit. Unpaid balances will result in the forfeiture of exhibit privileges and other Sponsor benefits. Action Engineering reserves the right to cancel any Sponsor Agreement not paid in full by August 1, 2019. Wire transfer fees are to be paid by the Sponsor. Contact accounting@action-engineering for wire transfer instructions.

3. SPONSOR CANCELLATION. Request for cancellation of sponsorship must be directed to Action Engineering in writing at least sixty (60) days prior to the start of 3D CIC in order to be considered for a refund. Refunds will be granted at the discretion of Action Engineering. Approved cancellation requests will receive a 50% refund of the paid Sponsor fee.

Action Engineering may cancel a sponsorship at any time if Sponsor Agreement terms are not followed, without reimbursement of Sponsor fees paid. If Action Engineering determines that there has been a violation of the Sponsor Agreement, the Sponsor will be notified immediately and further Sponsor and event benefits will be terminated.

4. EVENT CANCELLATION. If Action Engineering should be prevented from holding the event by reason of any cause beyond its control, Action Engineering has the right, but not the obligation, to reschedule the event for a start date no later than December 10, 2019.

Should Action Engineering cancel the event for its own convenience, paid Sponsor fees will be refunded in full. Action Engineering's liability to Sponsor is limited to an amount not greater than the Sponsor fees paid to Action Engineering. Action Engineering retains the right to terminate this Agreement and refund payment to Sponsors that no longer meet the eligibility requirements for sponsorship.

5. SPONSOR SHOWCASE. Sponsor exhibit space at AMC will be allocated on a first-come, first-served basis in the Sponsor Showcase area, grouped by Sponsor levels. The Sponsor Showcase will be located in the AMC Conference Center (where meals are served). The CAD & Cocktails happy hours will be located in the same area. Action Engineering will determine the layout of the Sponsor Showcase.

Each exhibit space will include a high-top cocktail table (30 to 36 inches in diameter) with table covering, power, and small foam board sign bearing Sponsor logo. Given space considerations, Action Engineering recommends one (1) retractable banner, up to three (3) feet wide, per Sponsor exhibit. Contact Action Engineering if Sponsor desires to bring additional banners or freestanding materials. Signage may be attached to walls only with the permission of Action Engineering and in accordance with AMC rules. Distribution of literature or promotional items is limited to the Sponsor's exhibit space. Demonstrations held at Sponsor's exhibit space should be limited to small groups. The AMC Conference Center allows ample room for small-group demonstrations, when lunch is not in session.

Sponsors are permitted in the Sponsor Showcase during scheduled set-up and tear down times and during all scheduled event and networking times. Access at any other time shall be at the discretion of Action Engineering.

Set-Up: Monday, October 7, 2019 at 12:00 pm to 4:00 pm MDT

Tear Down: Thursday, October 10, 2019 at 5:30 to 6:30 pm MDT

Set-up and tear down hours are subject to change, in which case all sponsors will be notified in writing.

6. RESPONSIBILITY. Sponsors are expected to conduct themselves at the event, and in activities related to the event, in a manner respectful of the other sponsors.

7. PRESENTING SPONSORS. Signature Sponsor and CAD & Cocktail Sponsor levels are presenting sponsors. Presentation title, presentation topics/abstract, and presenter photo, title, and bio are due by July 31, 2019. Collaborative review and approval of the draft presentation shall be completed with Action Engineering before September 6, 2019. Final presentations are due by September 20, 2019. Sponsor agrees that Action Engineering will redistribute presentation materials in .PDF format to event attendees.

8. BLOG SPONSORS. The Signature Sponsor level includes a featured blog on Action Engineering's website. Action Engineering will provide a questionnaire to Signature Sponsors for completion by Sponsor's technical or marketing contact. Submission of the completed questionnaire and photo, title, and bio is requested by May 1, 2019. Action Engineering may desire to schedule a follow-up interview with the Sponsor, as needed.

9. MEDIA. Sponsor understands that Sponsor personnel, exhibit materials, and presentation materials may be filmed or photographed at the event. Sponsor agrees that personnel likenesses and presentation materials may be posted on the event website and used in promotional materials.

10. SHIPPING. AMC is unable to accept Sponsor shipments. Sponsor is responsible for coordinating shipping with their hotel or otherwise. Contact Action Engineering if assistance is desired. Sponsor is responsible for all shipping fees and handling charges.

11. NAME USAGE. Sponsors are encouraged to use the 3D CIC name, graphics, and theme in conjunction with sponsorship of the event. Participation in the event does not imply endorsement or approval by Action Engineering or 3D CIC of any product, service, or participant, and none shall be claimed by any participant.

12. LIABILITY. Sponsors assume all responsibility for any and all loss, theft, or damage to the Sponsor's display, equipment, and other property while on the event premises. Furthermore, the Sponsor waives any claim or demand it may have against Action Engineering, AMC, or its affiliates arising from such loss, theft, or damage. Sponsor understands that neither Action Engineering nor AMC maintain insurance covering Sponsor's property. Sponsors assume the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Sponsor displays, equipment, and other property brought upon the event premises. Sponsor warrants that it carries insurance to cover exhibit material against damage and loss, and adequate liability insurance against injury to its own employees and the person and property of others, and agrees that Action Engineering and AMC shall not be responsible for any loss, theft, or damage to the property of Sponsor, its employees, or representatives. SECURITY IS NOT PROVIDED IN THE SPONSOR SHOWCASE OR AT THE EVENT AT ANY TIME.

Sponsor agrees to indemnify, defend, and hold harmless Action Engineering, AMC, and their respective officers, employees, and agents against any liabilities, obligations, claims, damages, suits, costs, and expenses, including theft or mysterious disappearance of any and all equipment owned by, leased to, or utilized by Sponsors. This includes, without limitation, attorney fees and costs arising out of or in connection with the Sponsor's occupancy and use of the event premises, or any negligent act, error, or omission of the Sponsor or its employees or agents. Sponsor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons which arise from or out of the Sponsor's occupancy and use of the event premises.

13. COMPLIANCE. Sponsor assumes all responsibility for compliance with this Sponsor Agreement, and with all pertinent laws, ordinances, regulations, and codes of duly authorized local, state, and federal governing bodies together with the rules and regulations of the operators and/or owners of AMC. Sponsor shall be responsible for complying in all respects with the Americans with Disabilities Act, or similar statutes as may apply, for all Sponsor activity conducted in its exhibit area and at the event, and shall hold Action Engineering harmless from any consequences of failing to do so. Sponsor also agrees to indemnify, defend, and hold Action Engineering harmless from all liability, which may ensue from Sponsor's failure to comply with applicable local, state, and federal laws.

14. GENERAL. All matters and questions not covered by this Sponsor Agreement are subject to the decision of Action Engineering. As necessary, this Sponsor Agreement may be amended by Action Engineering, in which case all sponsors will be notified in writing.